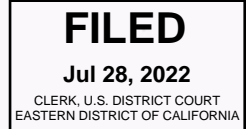


PHILLIP A. TALBERT  
United States Attorney  
JEFFREY A. SPIVAK  
Assistant United States Attorney  
2500 Tulare Street, Suite 4401  
Fresno, CA 93721  
Telephone: (559) 497-4000  
Facsimile: (559) 497-4099



**SEALED**

Attorneys for Plaintiff  
United States of America

IN THE UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,  
  
Plaintiff,

v.

GERMAN ANTONIO LOPEZ-VELASQUEZ,  
MARKO ANTONIO LOPEZ, and  
LISA MARIE SANTOS,  
  
Defendants.

CASE NO. 1:22-cr-00208 JLT-SKO

VIOLATIONS: 18 U.S.C. § 1349 – Conspiracy to Commit Bank Fraud [Count 1]; 18 U.S.C. § 1344 – Bank Fraud [Counts 2 through 9]; 18 U.S.C. § 1344 – Attempted Bank Fraud [Count 10]; 18 U.S.C. § 1512(b)(3) – Witness Tampering [Count 11]; 18 U.S.C. §§ 981(a)(1)(C), 982(a)(2)(A), and 28 U.S.C. § 2461(c) – Criminal Forfeiture

INDICTMENT

COUNT ONE: [18 U.S.C. § 1349 - Conspiracy to Commit Bank Fraud]

The Grand Jury charges:

GERMAN ANTONIO LOPEZ-VELASQUEZ,  
MARKO ANTONIO LOPEZ, and  
LISA MARIE SANTOS,

defendants herein, as follows:

I. PARTIES, PERSONS AND ENTITIES

At all relevant times herein:

1. Defendant GERMAN ANTONIO LOPEZ-VELASQUEZ was a resident of Stanislaus County, in the State and Eastern District of California. Defendant GERMAN ANTONIO LOPEZ-VELASQUEZ has held a California real estate salesperson license since approximately September 2004.

1 GERMAN ANTONIO LOPEZ-VELASQUEZ worked for at least two real estate brokerage companies:  
2 Homesmart PV and Associates, and 1<sup>st</sup> Class Realty Co.

3 2. Living Waters Investments LLC, was a California limited liability company doing  
4 business in the State and Eastern District of California and elsewhere. Defendant GERMAN ANTONIO  
5 LOPEZ-VELASQUEZ was the Manager of Living Waters Investments LLC.

6 3. Defendant MARKO ANTONIO LOPEZ, the son of GERMAN ANTONIO LOPEZ-  
7 VELASQUEZ, was a resident of Stanislaus County, in the State and Eastern District of California.  
8 Defendant MARKO ANTONIO LOPEZ has held a California real estate salesperson license since  
9 approximately June 2014, and was a registered Notary Public in the State of California between  
10 approximately 2015 and 2019.

11 4. Defendant LISA MARIE SANTOS has been a mortgage loan officer since at least 2003,  
12 residing in Los Angeles County, and has worked for various mortgage loan origination entities,  
13 including in management and supervisory roles. For example, during approximately 2012 to 2014,  
14 defendant LISA MARIE SANTOS supervised other loan officers at a bank in Irvine, California.

15 5. At all times herein, Caliber Home Loans, Nations Direct Mortgage LLC, Franklin  
16 Advantage Inc., Opes Advisors, a division of Flagstar Bank, and Bay Equity LLC d/b/a Bay Equity  
17 Home Loans (each a "Lender" and collectively the "Lenders") were mortgage lending businesses that  
18 financed and refinanced debt secured by an interest in real estate, whose activities affected interstate or  
19 foreign commerce, and were "mortgage lending businesses" as defined in 18 U.S.C. § 27, and "financial  
20 institutions" under 18 U.S.C. § 20(10).

21 II. THE CONSPIRACY

22 6. Beginning on a date unknown to the Grand Jury, but not later than in and about April  
23 2016, and continuing thereafter to on or about August 2019, within the State and Eastern District of  
24 California and elsewhere, defendants GERMAN ANTONIO LOPEZ-VELASQUEZ, MARKO  
25 ANTONIO LOPEZ, and LISA MARIE SANTOS, and others both known and unknown to the Grand  
26 Jury, did knowingly conspire, combine, and confederate with each other, and with others known and  
27 unknown to the Grand Jury, to execute a scheme and artifice to defraud financial institutions, and to  
28 obtain moneys, funds, credits, assets, and property owned by, and under the custody and control of,

1 financial institutions, by means of materially false and fraudulent pretenses, representations, and  
2 promises, in violation of Title 18, United States Code, Sections 1344 and 1349.

3 III. OVERVIEW OF THE MORTGAGE LOAN ORIGINATION PROCESS

4 7. In order to determine borrowers' qualifications for home loans, the Lenders required that  
5 borrowers complete mortgage loan applications, which included, among other documents, Uniform  
6 Residential Loan Applications (also known as Form 1003 or URLA), which were mortgage loan  
7 application forms used by federal government agencies, financial institutions, and other lenders.

8 8. A complete mortgage loan application consisted of a packet of documents containing  
9 relevant borrower information, including information relating to employment, income, assets, liabilities,  
10 and other details of the residential real estate transaction.

11 9. Loan applicants and mortgage brokers then caused the completed mortgage loan  
12 applications to be submitted to the Lenders for loan underwriting. During the loan underwriting process,  
13 the Lenders utilized various procedures to verify information provided by the mortgage loan applicants.  
14 These procedures included contacting employers to verify employment and income information, and  
15 requesting tax and financial documents pertaining to the borrower(s).

16 10. After reviewing the information and documents in the mortgage loan applications, the  
17 Lenders approved loans only if the loan applicants were qualified, that is if the borrower(s) met the  
18 Lenders' income, debt and creditworthiness criteria for the loan requested. If underwriters for the  
19 Lenders determined the loan applicant to be qualified, the Lenders funded the loans. The Lenders funded  
20 loans based on the accuracy and truthfulness of the material representations contained in the mortgage  
21 loan application packages.

22 11. Upon funding of the mortgage loans and the closing of a real estate transaction, various  
23 participants in the process, such as real estate agents, loan officers, brokers, and others, typically  
24 received payment in the form of commissions, bonuses, and other monetary compensation.

25 IV. MANNER AND MEANS OF THE CONSPIRACY

26 12. During the above-described time period, defendants GERMAN ANTONIO LOPEZ-  
27 VELASQUEZ, MARKO ANTONIO LOPEZ, and LISA MARIE SANTOS, and others both known and  
28

1 unknown to the Grand Jury, conspired to defraud the Lenders, and to obtain money, funds, credits,  
2 assets, and property from the Lenders, by the following manner, means, and acts:

3 13. Defendant GERMAN ANTONIO LOPEZ-VELASQUEZ, a real estate agent, identified  
4 individuals who were interested in buying or selling real estate. GERMAN ANTONIO LOPEZ-  
5 VELASQUEZ helped prospective borrowers obtain mortgage loans.

6 14. During the course of the scheme, the defendants GERMAN ANTONIO LOPEZ-  
7 VELASQUEZ, MARKO ANTONIO LOPEZ, and LISA MARIE SANTOS knowingly, and with the  
8 intent to defraud, caused loan application packages that contained material misstatements to be  
9 submitted to the Lenders for the purpose of causing the Lenders to originate mortgage loans to  
10 borrowers who were not otherwise qualified to receive the loans. The material misstatements included,  
11 but were not limited to, false statements concerning the borrower's income (such as false W-2's, false  
12 earnings statements, and false payroll checks), assets (such as false gift letters), employment status (such  
13 as false verifications of employment), and other false documents (such as false diplomas and  
14 transcripts). The defendants caused Lenders to fund loans for the purchase of real properties based on  
15 such false and fraudulent information. The loan applications that the defendants and others caused to be  
16 submitted were for loans for real properties that they were purchasing in their name or in the names of  
17 others in furtherance of the conspiracy and scheme to defraud.

18 15. In furtherance of the scheme to defraud, defendant MARKO ANTONIO LOPEZ, a  
19 Notary Public, would provide false notary acknowledgements to falsely claim that an individual signed a  
20 document when in fact that individual had not signed the document.

21 16. In furtherance of the scheme to defraud, defendants GERMAN ANTONIO LOPEZ-  
22 VELASQUEZ, MARKO ANTONIO LOPEZ, and LISA MARIE SANTOS used email accounts and a  
23 phone number they controlled to falsely pose as other individuals. For example, the defendants utilized  
24 two fictitious identities "Andrew Collins" and "Michael Jenkins," who they falsely claimed worked for a  
25 company "Collins Software Engineering Co." purportedly based in San Rafael, California. The  
26 defendants knew that "Collins Software Engineering Co." was a fictitious company and did not exist.  
27 The defendants used email accounts that they controlled, but that they falsely represented as belonging  
28 to "Andrew Collins" and "Michael Jenkins." The defendants also established a phone number for the



1 fictitious "Collins Software Engineering Co." business and had calls to that number routed to GERMAN  
2 ANTONIO LOPEZ-VELASQUEZ. LISA MARIE SANTOS worked with co-defendant GERMAN  
3 ANTONIO LOPEZ-VELASQUEZ to help prepare false paychecks and other false employment  
4 documents purportedly from "Collins Software Engineering Co." for submission to the Lenders.

5 17. Defendants GERMAN ANTONIO LOPEZ-VELASQUEZ, MARKO ANTONIO  
6 LOPEZ, and LISA MARIE SANTOS also utilized another fictitious company, "Solpen Molecular  
7 Labs," to serve as the purported employer for other borrowers. The defendants caused a telephone  
8 number to be listed on the internet for the fictitious company "Solpen Molecular Labs," so that mortgage  
9 lenders and others searching online would locate a number for "Solpen Molecular Labs" and be  
10 deceived into believing they had located a true telephone number for an actual company. The  
11 defendants caused calls placed to that telephone number, including verification calls from the Lenders,  
12 to be redirected to defendants and to third parties acting at the defendants' direction, who falsely  
13 confirmed to the Lenders that borrowers were employed by the company.

14 18. In furtherance of the scheme to defraud, defendant GERMAN ANTONIO LOPEZ-  
15 VELASQUEZ utilized family members and others to pose as employers and falsely claim that  
16 borrowers worked for companies when in fact they were not so employed.

17 19. In furtherance of the scheme to defraud, defendants GERMAN ANTONIO LOPEZ-  
18 VELASQUEZ and MARKO ANTONIO LOPEZ at times utilized straw buyers (both actual and  
19 fictitious individuals) to obtain and transfer ownership of real estate. In such cases, the defendants  
20 caused the transactions and loans to be made in the names of the straw buyers, without revealing to the  
21 Lenders that defendants controlled the straw buyer identities and were conducting the transactions for  
22 the defendants' benefit. By selling properties to straw buyers, the defendants were able to extract and  
23 retain for the defendants' benefit the purported profit on the sale of the properties.

24 20. For example, for one property located in Patterson, California, defendants purchased a  
25 property in the name of defendant MARKO ANTONIO LOPEZ and then sold the property to straw  
26 buyer #1, an individual. The defendants then caused the property to be sold from straw buyer #1 to  
27 straw buyer #2, a fictitious borrower "Enrique Herrera." During the process, defendant MARKO  
28 ANTONIO LOPEZ personally received over \$100,000 from the sale to straw buyer #1. Defendant

MARKO ANTONIO LOPEZ notarized documents involved in the sale of the property from straw buyer #1 to fictitious person Enrique Herrera when, in fact, Enrique Herrera had not actually signed those documents. After the nominal sale of the property to the fictitious "Enrique Herrera" identity, the defendants continued to control the property and caused it to be rented out for the defendants' benefit. The renters of the property continued to meet and deal with defendant MARKO ANTONIO LOPEZ.

21. Defendants GERMAN ANTONIO LOPEZ-VELASQUEZ, MARKO ANTONIO LOPEZ, and LISA MARIE SANTOS also benefited from the fraudulent transactions by receiving fees, payments and commissions.

22. At all relevant times, the defendants acted with intent to defraud.

23. As a result of the defendants' conduct in furtherance of the conspiracy, the defendants' caused the Lenders to issue at least 30 mortgage loans to borrowers based on false and fraudulent information, with the total principal loan balance exceeding \$10 million.

All in violation of Title 18, United States Code, Section 1349.

COUNTS TWO THROUGH NINE: [18 U.S.C. § 1344 – Bank Fraud]

The Grand Jury further charges:

GERMAN ANTONIO LOPEZ-VELASQUEZ, MARKO ANTONIO LOPEZ and LISA MARIE SANTOS, defendants herein, as follows:

24. Paragraphs 1 through 5 and 7 through 23 of Count One are incorporated by reference as though fully set forth herein.

25. On or about the dates below, to obtain mortgage loans for real properties with the addresses set forth below, in the State and Eastern District of California and elsewhere, the defendants knowingly executed, and attempted to execute, a scheme and artifice to defraud a financial institution, and to obtain moneys, funds, credits, assets, and other property owned by, and under the custody and control of, a financial institution, by means of false and fraudulent pretenses, representations, and promises, as set forth below:

Count	Date (on/about)	Defendant(s)	Transaction	Lender
TWO	Apr. 16, 2016	G. LOPEZ- VELASQUEZ M LOPEZ	Mortgage loan in the amount of \$260,000 for the purchase of real property at 1444 Mendocino Creek Drive, Patterson, CA	Franklin Advantage Inc.
THREE	June 27, 2017	G. LOPEZ- VELASQUEZ M LOPEZ SANTOS	Mortgage loan in the amount of \$626,050 for the purchase of real property at 7120 Menaul Ct, San Jose, CA	Caliber Home Loans
FOUR	Sept. 15, 2017	G. LOPEZ- VELASQUEZ M LOPEZ	Mortgage loan in the amount of \$404,700 for the purchase of real property at 1444 Mendocino Creek Drive, Patterson, CA	Nations Direct Mortgage LLC
FIVE	Sept. 26, 2017	G. LOPEZ- VELASQUEZ	Mortgage loan in the amount of \$323,000 for the purchase of real property at 1453 Jake Creek Dr., Patterson, CA	Opes Advisors (Flagstar Bank)
SIX	April 3, 2018	G. LOPEZ- VELASQUEZ	Mortgage loan in the amount of \$284,747 for the purchase of real property at 1117 Brick and Tile Cir., Stockton, CA	Nations Direct Mortgage LLC
SEVEN	Apr. 10, 2018	G. LOPEZ- VELASQUEZ M LOPEZ SANTOS	Mortgage loan in the amount of \$309,294 for the purchase of real property at 1606 Gloria Dr. Stockton, CA	Caliber Home Loans
EIGHT	July 18, 2018	G. LOPEZ- VELASQUEZ	Mortgage loan in the amount of \$460,505 for the purchase of real property at 1140 Ventura Dr, Pittsburg, CA	Caliber Home Loans
NINE	Sept. 18, 2018	M LOPEZ	Mortgage loan in the amount of \$445,500 for the purchase of real property at 1444 Mendocino Creek Drive, Patterson, CA	Bay Equity LLC

All in violation of Title 18, United States Code, Section 1344.

**COUNT TEN:** [18 U.S.C. § 1344 – Attempted Financial Institution Fraud]

The Grand Jury further charges:

GERMAN ANTONIO LOPEZ-VELASQUEZ,

defendants herein, as follows:

26. Paragraphs 1 through 5 and 7 through 23 of Count One are incorporated by reference as though fully set forth herein.

27. On or about the dates below, to obtain mortgage loans for real properties with the addresses set forth below, in the State and Eastern District of California and elsewhere, the defendants knowingly attempted to execute a scheme and artifice to defraud a financial institution, and to obtain moneys, funds, credits, assets, and other property owned by, and under the custody and control of, a financial institution, by means of false and fraudulent pretenses, representations, and promises, as set forth below:

Count	Date (on/about)	Defendant(s)	Transaction	Lender
TEN	Nov. 2017	G. LOPEZ-VELASQUEZ	Attempt to obtain mortgage loan in the amount of \$642,736 for the purchase of real property at 1310 Fernwood Ln, Gilroy, CA	Opes Advisors (Flagstar Bank)

All in violation of Title 18, United States Code, Section 1344.

**COUNT ELEVEN:** [18 U.S.C. § 1512(b)(3) – Witness Tampering]

The Grand Jury further charges:

GERMAN ANTONIO LOPEZ-VELASQUEZ,

defendant herein, as follows:

28. Paragraphs 1 through 5 and 7 through 23 of Count One are incorporated by reference as though fully set forth herein.

29. On or about October 23, 2019, defendant did knowingly and corruptly persuade and attempt to persuade another person, and engage in misleading conduct toward another person, to wit: Individual #1, whose identity is known to the grand jury, with the intent to hinder, delay and prevent the communication to a law enforcement officer of information relating to the commission and possible



1 commission of a Federal offense, specifically by attempting to persuade Individual #1 to make false  
2 statements to law enforcement officers regarding the mortgage loan in the amount of \$284,747 for the  
3 purchase of real property at 1117 Brick and Tile Cir., Stockton, CA, in violation of Title 18, United  
4 States Code, Section 1512(b)(3).

5  
6 FORFEITURE ALLEGATION: [18 U.S.C. § 982(a)(2)(A) – Criminal Forfeiture]

7 1. Upon conviction of the offense alleged in Count One of this Indictment, defendants  
8 GERMAN ANTONIO LOPEZ-VELAZQUEZ, MARKO ANTONIO LOPEZ, and LISA MARIE  
9 SANTOS shall forfeit to the United States, pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. §  
10 2461(c), all property, real and personal, which constitutes or is derived from proceeds traceable to such  
11 violation, including, but not limited to:

- 12 a. Real property located at 1444 Mendocino Creek Drive, Patterson, California,  
13 APN: 021-064-046-000.  
14 b. A sum of money equal to the amount of proceeds traceable to such offense, for  
15 which defendants are convicted.

16 2. Upon conviction of one or more of the offenses alleged in Counts Two through Eleven of  
17 this Indictment, defendants GERMAN ANTONIO LOPEZ-VELAZQUEZ, MARKO ANTONIO  
18 LOPEZ, and LISA MARIE SANTOS shall forfeit to the United States, pursuant to 18 U.S.C. §  
19 982(a)(2)(A), any property constituting or derived from proceeds obtained directly or indirectly, as a  
20 result of said violations, including but not limited to the following:

- 21 a. Real property located at 1444 Mendocino Creek Drive, Patterson, California,  
22 APN: 021-064-046-000.  
23 b. A sum of money equal to the amount of proceeds obtained directly or indirectly,  
24 as a result of such offenses, for which defendants are convicted.

25 3. If any property subject to forfeiture as a result of the offenses alleged in Counts One  
26 through Eleven of this Indictment, for which defendants are convicted:

- 27 a. cannot be located upon the exercise of due diligence;  
28 b. has been transferred or sold to, or deposited with, a third party;

- c. has been placed beyond the jurisdiction of the court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property which cannot be divided without difficulty;

it is the intent of the United States, pursuant to 18 U.S.C. § 982(b)(1), and 28 U.S.C. § 2461(c), incorporating 21 U.S.C. § 853(p), to seek forfeiture of any other property of said defendants, up to the value of the property subject to forfeiture.

A TRUE BILL.

**/s/ Signature on file w/AUSA**

**FOREPERSON**

PHILLIP A. TALBERT  
United States Attorney

**KIRK E. SHERRIFF**  
By: KIRK E. SHERRIFF  
Assistant U.S. Attorney  
Chief, Fresno Office